

REQUEST FOR PROPOSALS
For
TOBACCO FREE GUAM QUITLINE:
TOBACCO & NICOTINE CESSATION
PHONE AND WEBSITE SERVICES
RFP/DPHSS-2018-05

100% Federally Funded by
U.S. Department of Health and Human Services
Centers for Disease Control and Prevention
(1) Grant No. 6 NU58DP005057-05, CFDA No. 93.945
(2) Grant No. 5 NU58DP005352-04, CFDA No. 93.735

Deadline for Submission: April 30, 2018

ISSUED ON MARCH 28, 2018



PUBLIC HEALTH DIVISION
Bureau of Community Health Services
Tobacco Prevention and Control Program

**TOBACCO PREVENTION AND CONTROL PROGRAM (TPCP)
REQUEST FOR PROPOSAL RFP/DPHSS-2018-05**

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A. GENERAL INFORMATION

1. BACKGROUND

The goal of the Guam Department of Public Health and Social Services (DPHSS), Division of Public Health, Bureau of Community Health Services (BCHS), Tobacco Prevention and Control Program (TPCP), is to reduce tobacco and nicotine use among the youth and adults of Guam and eliminate tobacco related illnesses and death.

The cigarette smoking prevalence among adults on Guam is 25.1% (Source: 2016 Behavioral Risk Factor Surveillance System Survey[BRFSS]), the highest in the United States. Our women smoke at the same rate as the overall average in the U.S. (17%). Data from the 2016 BRFSS shows that 65% of current smokers tried to quit.

The rate of cigarette smoking among high school youth on island was 17.6% (Source: 2015 Youth Risk Behavior Survey[YRBS]), much higher than the national average of 10.8%. In addition, 10.6% of middle school students on Guam were cigarettes smokers. The 2015 YRBS report states that approximately 83% of high school students who smoked cigarettes tried quitting.

The TPCP is seeking to make an award in this procurement. TPCP reserves the right to re-issue its procurement in keeping with the need to meet grant requirements and objectives. For example, in the event there is no award made to provide the telephone and web-based tobacco and nicotine cessation Quitline, the TPCP would need to re-procure for these services.

2. PURPOSE OF THE RFP

The Department of Public Health and Social Services (DPHSS), Bureau of Community Health Services (BCHS), Tobacco Prevention and Control Program (TPCP) is soliciting proposals from qualified offerors to provide an island-wide Telephone, and Web based tobacco & nicotine cessation service, to be known as the Tobacco Free Guam (TFG) Quitline. The successful offeror will provide simple, no-cost telephone access via 1-800-QUIT-NOW (1-800-784-8669), and web-based services that assist tobacco and nicotine users in quitting. These services will provide screening and assessment of readiness to quit, counseling and advice by certified tobacco and nicotine treatment specialists, support materials, information from the U.S. Public Health Service Guidelines of recommendations on the use of pharmacological cessation aids, and Nicotine Replacement Therapy (NRT) such as the nicotine patch or nicotine gum free of charge, to clients who are at least 18 years old and enrolled in the multi-call counseling program. These services will also provide client usage information, informational materials development, information on tobacco dependence and its treatment(s), information on the dangers of secondhand smoke, and other tobacco-related information, and provide service reports as required by TPCP, Centers for Disease Control and Prevention (CDC), and the North American Quitline Consortium. The successful offeror will maintain regular training for Treatment Specialists in all

competencies established by the Association for the Treatment of Tobacco Use and Dependence (ATTUD). In addition, a system must be in place and maintained to receive, process, and treat patients via an established fax referral protocol.

3. CONTRACTING ENTITY

Government of Guam
Department of Public Health and Social Services
Bureau of Community Health Services
Tobacco Prevention and Control Program

4. BUDGET AND CONTRACT PERIOD

Funding for this RFP is provided by the United States Department of Health & Human Services, through the Centers for Disease Control and Prevention (CDC), Office on Smoking and Health (OSH) Cooperative Agreements, Grant Document Numbers: 6 NU58DP005057-04-02, Catalog of Federal Domestic Assistance (CFDA) Number 93.945, and 5 NU58DP005352-04-00, CFDA Number 93.735.

The contract period will commence upon the signature of the Governor of Guam through March 28, 2019 with the option to renew up to four (4) additional terms of twelve (12) months, and is subject to the appropriation, allocation, and availability of funds.

5. TYPE OF CONTRACT

Fixed Price Contract on agreed upon cost price list and not to exceed amounts for actual services provided.

6. ISSUING CONTRACT OFFICER

LEO G. CASIL
Acting Director
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-7101/2
Fax Number: (671) 735-5910

7. CERTIFYING OFFICER

TOMMY C. TAIGAGUE
Administrative Services Officer
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913

Tel. Number (671) 735-7107
Fax. Number (671) 735-5910

8. CONTRACT MANAGER

Elizabeth Guerrero
Program Coordinator III
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-7303/334
Fax Number: (671) 735-7500

9. DEFINITIONS

The following definitions are used throughout the document.

CDC	means the U.S. Centers for Disease Control and Prevention
Contractor	means Offeror awarded the contract
Department	means the Department of Public Health and Social Services, Government of Guam
TPCP	means the Tobacco Prevention and Control Program
Government	means the Government of Guam
Offeror	means the organization or facility submitting a proposal in response to this RFP
NRT	means Nicotine Replacement Therapy aids

B. INSTRUCTIONS TO THE OFFERORS

The Offeror shall follow all instructions contained in this RFP packet according to the format provided.

- 1. Registration of Contact Information:** All parties who receive an RFP, either via the website or email and who are interested in submitting a proposal, must register as an interested party by filling out the **RFP/DPHSS-2018-05 RFP Registration of Interested Parties** and submit it to DPHSS TPCP. Only companies who have registered with DPHSS are assured of receiving any amendments to the RFP, responses to inquiries and other procurement documentation. 5 GCA § 5220 (b) makes it clear that the procuring agency is not liable for failure to provide notice to any party who does not register contact information. Acknowledgment of receipt to all amendments and responses to inquiries is required as part of any proposal and only registered offerors will be considered as “potential offerors”. TPCP will maintain a procurement registration log as to those potential offerors who pick up copies of the RFP at DPHSS. In the event the contact information for a potential

offeror changes during the procurement process, it shall be the potential offeror/or offeror's responsibility to update their registration contact information with TPCP.

2. **Right to Reject Offers and Cancel the Procurement:** DPHSS shall have the right to reject all offers, and or individual offerors in whole or in part, and/or cancel this RFP, if it is determined to be in the best interest of DPHSS.
3. **Cover Letter.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPHSS, TPCP RFP, citing the date of publication of the RFP, the RFP number and published program name. The cover letter shall contain assurances of the following:
 - a. The organization understands the requirements and provisions of the "Request for Proposal" and any changes thereto and is willing and able to provide the services specified in the RFP.
 - b. The organization accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government, DPHSS, and TPCP.
 - c. The organization retains and shall retain the financial capability to provide the required services of this program.
 - d. The organization is legally qualified to contract with the Government of Guam.
 - e. The organization has not filed for, nor is in the process of filing for bankruptcy.
 - f. The organization has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purposes of securing business.
 - g. The organization ensures that its employees who directly provide the services which are the subject of this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by 5 GCA §5801 and §5802, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.
 - h. The organization ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.L. 104-191 and the federal "Standards

for Privacy of Individually Identifiable Health Information” promulgated there under at 45 CFR Parts 160 and 164.

- i. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)
- j. The organization shall adhere to 5 GCA §5253 Restrictions Against Contractor Employing Convicted Sex Offenders from Working at Government of Guam Venues relative to prohibiting convicted sex offenders from being employed in the Government of Guam or by Government contractors.
- k. The organization shall adhere to the terms and conditions of the federal grant provided by the United States Department of Health and Human Services, Centers for Disease Control and Prevention Cooperative Agreement Grant Numbers: 6 NU58DP005057-05, Catalog of Federal Domestic Assistance (CFDA) Number 93.945 and NU58DP005352-04, CFDA 93.735, as well as the Public Health Services (PHS) grants policy statements that are in effect as of the beginning of the budget period.

4. Required Forms. All Offerors shall submit the following notarized affidavits, which is inclusive of the required local forms in Appendix II, that must be submitted along with the proposals. Any proposal submitted without the five (5) required affidavits will be automatically considered non-responsive and rejected without evaluation as required by law.

a. Offeror’s Profile.

Provide a brief history of the Offeror, focusing on experience/s relevant to the project. Describe the support staff, infrastructure and any other resources available for the project.

Describe the products or services that you propose to provide and how they respond and relate to the requirements listed in this RFP. Provide a detailed history of tobacco and nicotine Quitline contracts, and treatment services experience.

b. A list of the names and addresses of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the current contract (5 GCA, Article 3, Part D, §5233).

- (1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the twelve (12) month period.

(2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.

c. A non-collusion affidavit certifying that the proposal is genuine and that all statements in the affidavit and proposal are true.

d. An affidavit of the Offerors' intent to apply for a Vendor's Number with the Guam Department of Administration and a Business License with the Guam Department of Revenue and Taxation upon Notification of Award; or in accordance with Public Law 33-166, a 4% Business Privilege Tax for non-resident person/contractor will apply.

(1) **Non-Resident Tax Withholding.** A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which is four percent (4%) of the total value of a contract awarded by the government of Guam for professional services, as a cost of doing business with the government of Guam.

5. Required Signature. The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If the Offeror is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its proposal. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter.

6. Submission:

a. Proposals shall be type written, be complete and technically accurate at the time of submission. Proposals shall be submitted on standard white paper and be submitted in a sealed envelope. The proposal, excluding budget narrative, appendices and forms shall be provided on "8.5 x 11" paper, single-spaced and single sided. Pages shall be numbered. Type size shall be no smaller than Times New Roman 12 point.

b. Offerors must submit an original and five (5) copies of their proposal, in writing, in a sealed envelope to the procurement officer. Include with your proposal packet a CD or USB flash drive containing electronic copies of the Proposal. Electronic documents should be no larger than 5MB each. Each copy of the proposal must also come with its own DVD of creative materials for review.

c. Sealed envelopes should be labeled as follows:

**REQUEST FOR PROPOSAL
TO BE OPENED BY AUTHORIZED PERSONS ONLY
RFP/DPHSS-2018-005**

Tobacco Prevention and Control Program

Submission Date: _____

Submission Time: _____

Received By: _____

Bureau of Community Health Services Personnel

Delivery of proposals must be addressed as follows:

Department of Public Health and Social Services

Attention: Tobacco Prevention and Control Program

RFP/DPHSS-2018-05, Tobacco Free Guam Quitline

123 Chalan Kareta

Mangilao, GU 96913-6304

Proposals must be received no later than 4:00 P.M., Chamorro Standard Time on April 30, 2018. Fax, email or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Important Note: There is no overnight express mail delivery to Guam. Expedited mail service may take at least two nights.

C. CONTRACTING INFORMATION AND PROPOSAL PROCESS

Pursuant to 2 GAR Div. 4 §3114, Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts), the Director, DPHSS has determined in writing prior to announcing the RFP that services required meet all requirements of this section.

1. Contracting Information:

- a. **Type of Contract.** This procurement is to establish a federal grant contract agreement with a qualified provider. Fixed cost pricing will be set upon successful negotiation of per service price listing. This contract provides that the Contractor shall be reimbursed for the allowable cost incurred in performing the contract but shall not receive a fee. Costs may be adjusted subject to the appropriation, allocation, availability of funds, and satisfactory performance of services.
- b. **Term of Contract.** The contract period will commence upon the signature of the Governor of Guam through March 28, 2019, with the option to renew

up to four (4) additional terms of twelve (12) months, subject to the appropriation, allocation and availability of funds.

- c. **Right to Reject or Modify Contracts for Supplies and Services.** Pursuant to 5 Guam Code Annotated (GCA), Div. 1, Article 6, §5350(d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the RFP.

d. **Debarment or Suspension:**

- (1) Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the DPHSS which may include, but is not limited to, the following:

- a. Rejection of an offeror's proposal;
- b. Suspension of the offeror from further bidding with the DPHSS for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

- (2) Causes for debarment or suspension of an Offeror pursuant to 5 GCA, Article 9, §5426 include but to not limited to:

- a) Conviction or commission of criminal offense as an incident to obtaining or attempting to obtain a private contract or subcontract, or in the performance of such contract or subcontract;
- b) Conviction under territorial or federal statutes of embezzlement, thief, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as territorial contractor;
- c) Conviction under federal statutes arising out of the submission of bids or proposal;
- d) Violation of contract provision, as set forth below, of a character which is regarded by the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to be so serious as to justify debarment action:
 - (i) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the

terms of one contract or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

- e) any other cause the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency determine to be so serious and compelling as to affect responsibility as territorial contractor, including debarment from other government entity for any cause listed in the regulations of the Policy office;
- f) for violations of the ethical standards set forth in Article 11 of this chapter;
- g) filing frivolous or fraudulent petitions, protest or appeal under § 5425(e), § 5426(f), § 5427(e) of this chapter.

(3) Decision. Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency shall issue a written decision to debar or suspend. The decision shall:

- (a) state the reason for action taken; and
- (b) inform the debarred or suspended person involved of its right to judicial or administrative review as provided in this chapter.

(4) Notice of Decision. A copy of the decision under Subsection (c) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any party intervening;

(5) Finality of decision. A decision under Subsection (c) or (f) of this section shall be final and conclusive, unless fraudulent, or an appeal is taken of the Public Auditor in accordance with §5706 of this chapter;

(6) Any member of the public may petition the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to take action to debar or suspend pursuant to Subsection (a) of this Section. An investigation of each petition shall be conducted promptly and a written report should be made of findings of fact and action taken.

2. **Proposal Process:**

- a. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications of the contracting entity for interpretation, should be sent to the **Department of Public Health and Social Services Tobacco Prevention and Control Program** via email, addressed to elizabeth.guerrero@dphss.guam.gov, with the Subject Heading: **“RFP/DPHSS-2018-05: Tobacco Free Guam Quitline Questions.”**

Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposal. Interpretation, if required, shall be in the form of a modification to the specifications and forwarded to all prospective offerors, and its receipt acknowledged by the offeror on the proposal form.

Detailed notes of oral interviews/presentations and/or demonstrations will be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the offeror and will not be compensated by the State.

- b. **Written Inquiries.** Written inquiries concerning this RFP must be received by **April 13, 2018** and sent via e-mail to elizabeth.guerrero@dphss.guam.gov. Written inquiries must be specific and must reference the RFP number, page, paragraph, and line or sentence to which the question relates. The DPHSS's written replies to Offeror's questions will be recognized as official only if the Offeror submits the questions in writing via email. Offerors are specifically cautioned that verbal discussions, questions, and replies thereto shall not have the effect of changing the provisions of the written RFP.
- c. **Receipt and Handling.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons but shall be opened in the presence of two (2) or more RFP Evaluation Committee members.
- d. **Confidentiality of Trade Secrets and Nondisclosure of Data.** Any Offeror may designate those portions of the proposals that contain trade secrets or other proprietary data that may remain confidential. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Director, DPHSS or designee, shall examine the request in the proposals to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Director, DPHSS or designee shall inform the Offeror in writing what portion of the proposal shall be disclosed and that, unless the Offeror withdraws the proposals or protests under 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal shall be so disclosed.
- e. **Evaluation.** Proposals shall be evaluated only on the basis of evaluation factors stated in the RFP. The DPHSS reserves the right to reject any or all proposals, wholly or in part, or to award to multiple offerors in whole or in part. Additionally, the DPHSS reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the offeror's competitive position. All awards will be made in a manner deemed to be in the best interest of the State.

- f. **Non-Obligation of the DPHSS.** This RFP does not obligate the DPHSS, TPCP Program to award a contract for services or supplies.

3. **Evaluation Process:**

- a. **Criteria.** Each Proposal will be evaluated by members of the RFP Evaluation Committee. This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the RFP Evaluation Committee(s) will become public information, after an award is made and contract is signed by the Governor.

Prior to award, offerors are advised that only the contact individuals can clarify issues or render any opinion regarding this Request for Proposal. No employee of the DPHSS or member of the RFP Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

The criteria for determining a responsible Offeror shall include but not be limited to:

- (1) The ability, capacity, and skill of the offeror to deliver and implement the services that meets the requirements of this Request for Proposal;
 - (2) The character, integrity, reputation, judgment, experience and efficiency of the offeror;
 - (3) Whether the offeror can perform the contract within the specified time frame;
 - (4) The quality of offeror's performance on prior contracts;
 - (5) Such other information that may be secured and that has bearing on the decision to award the contract;
 - (6) Cost; and
 - (7) The functionality of the offeror's equipment, including but not limited to medical equipment and office equipment.
- b. **Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the DPHSS shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract.
 - c. **Inspection of Facilities.** The DPHSS shall have the right to inspect the proposed offices and facilities to be utilized in this program during the evaluation period to determine their suitability, compliance with guidelines, licenses, and accreditation. DPHSS and Contractor shall have periodic meetings to discuss the issues and concerns related to the provision of services and solve problems as needed.

- d. **Access to Materials.** The Contractor shall provide DPHSS staff access to all materials, laboratory results and patients' records relevant to the services provided.
- e. **Reference Checks.** The DPHSS reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the Offeror in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, etc.), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring offerors may receive reference checks and negative references may eliminate offerors from consideration for award.

- f. **Modification or Withdrawal and Rejection of Proposals.** Proposals may be modified or withdrawn by the Offeror at any time prior to the conclusion of discussions by written notification to the Director, DPHSS or designee.

4. **Proposal Evaluation Factors:**

Total Number of Points Used to Score this Proposal is 100.

Scope of Work: 40 Points

- a. The Contractor must have the ability to perform the above services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.
 - Best practices for quitlines are found in the U.S. Centers for Disease Control and Prevention's Telephone Quitlines: A Resource for Development, Implementation and Evaluation.
- b. The Contractor must be accredited by the Council for Tobacco Treatment Training Programs and maintain accreditation throughout the contract period.
 - Training curriculum for Treatment Specialists must include all competencies established by the Association for the Treatment of Tobacco Use and Dependence (ATTUD).

- Treatment Specialists must hold a bachelor's or master's degree in counseling, addiction studies, community health education or social work, and have previous experience with health behavior change programs.
- c. Contractor must provide cultural competency training to all Treatment Specialists and Registration Assistants.
 - d. The Contractor must have the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
 - e. The Contractor must have the ability to complete and submit Quitline service reports required by the CDC, the National Quitline Data Warehouse and the National Association of Quitline Consortium in a timely manner.
 - f. The Contractor must provide dedicated Treatment Specialists for youth ages 11-17 years old, participating in the Guam Department of Education Youth Nicotine Cessation Referral Program, and provide corresponding weekly and monthly reports of cessation services provided to these students.

Knowledge of Business: 30 Points

- a. Experience or performance of similar work with government agencies or private entities that indicates the organization's ability to provide and maintain performance of required services. The Organization should include past record(s) of upholding contractual agreements indicating its stability to provide continual quality services, including Audit Reports and the latest Program Reports, if available. Include such factors as financial management ability, control of costs, quality of work, and ability to meet schedules/contractual requirements.

Billing: 10 Points

Contractor shall submit a detailed description of their billing process that would provide accurate and timely invoices to the TPCP designated Point of Contact for allowable services listed in the RFP.

Cultural Competence: 10 Points

Contractor shall submit a detailed description of how culturally competent services will be delivered to TFG Quitline clients. Culturally competent services encompass a set of behaviors, skills, attitudes, and policies that promote awareness, acceptance and respect for differences among people, by developing a flexible service delivery

that can be easily adapted to meet the evolving and/or emerging needs of Guam's diverse populations.

Client Satisfaction: 10 Points

The contractor shall submit a detailed description of their process for the TPCP clients to make complaints or raise concerns about services received.

5. Selection Process:

- a. The Department's RFP Committee will evaluate all proposals. This evaluation committee will be comprised of members selected by the Department of Public Health and Social Services.
- b. As applicable, the Evaluation Committee will consult from time to time with appropriate staff from regulatory and service agencies within the Government of Guam on compliance and technical matters they believe appropriate.
- c. Proposals will be evaluated based on the criteria previously established and the Evaluation Committee will negotiate with the highest ranked proposer overall.
- d. All proposals submitted in response to this request for proposal shall be uniformly evaluated based on the ability of the offeror(s) to perform the required services. Final selection will be made by the Director of the Department of Public Health and Social Services.
- e. The Director, DPHSS or designee shall negotiate a contract with the best qualified Offeror(s) for the required services at a cost determined in writing to be fair and reasonable, after taking into account the estimated value of the required services, and the scope, complexity, and nature of such services. The Agreement price may be adjusted subject to the availability of federal and local funds.
- f. If cost, contract requirements and contract documents are agreed upon with the best qualified Offeror(s), the contract shall be awarded to that Offeror(s).
- g. *A contract award on this RFP may be made at the sole discretion of the Department of Public Health and Social Services based on the Department's need to acquire a full range of services to be made available and in order to provide alternative service sites for full accessibility.*

6. Ranking of offerors and determination of best qualified offeror(s):

Upon conclusion of the evaluations, the points assigned by the Evaluation Committee will be tabulated and ranked. The Offeror(s) will be ranked from the highest number of points received to the lowest number. The maximum number of points an offeror may receive from a single evaluator is 100 points. The minimum number of points considered acceptable is 60. The Evaluation Committee has the discretion to lower the threshold if none of the Offerors received more than 60 points, or if the number of Offerors responding to this Request for Proposals is less

than three. The highest ranked Offeror will be considered the best qualified. The Evaluation Committee will negotiate with Offerors in the order ranked.

In case of a two-way tie, the Evaluation Committee has the discretion to decide which of the two tied offerors is better qualified. In the case of a three-way tie, or more, the Evaluation Committee has the discretion to decide the ranking of those tied.

7. Failure to Negotiate Contract with Best Qualified Offeror(s):

- a. If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror(s), a written record stating the reasons therefore shall be placed in the file. The Director, DPHSS or designee shall advise such Offeror(s) of the termination of negotiations which shall be confirmed by written notice within three (3) days.
- b. Upon failure to negotiate a contract with the best qualified Offeror(s), the Director, DPHSS or designee may enter into negotiations with the next most qualified Offeror(s). If cost, contract requirements and contract documents can be agreed upon, then the contract shall be awarded to that Offeror(s). If negotiations again fail, negotiations shall be terminated as provided above and commence with the next qualified Offeror(s).

8. Notice of Award:

- a. Written notice of award shall be public information and be made a part of the contract file.
- b. The award of any contract, based on the proposal received in response to this RFP, is contingent upon the DPHSS, TPCP Program receiving adequate funding from the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services.

9. **Right to Protest and Be Heard:** Any actual or prospective Offeror who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Director, DPHSS, in accordance with the provisions of 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

D. REQUIRED FORMS

2. Local Forms – (See Appendix III)

- a. Affidavit Disclosing Ownership and Commission
- b. Affidavit re Non-Collusion
- c. Affidavit re No Gratuities or Kickbacks
- d. Affidavit re Ethical Standards

- e. Affidavit re Contingent Fees
- f. Declaration Re Compliance with U.S. DOL Wage Determination

3. Federal Forms – (See Appendix IV)

- a. Certification Regarding Debarment
- b. Certifications and Assurances
- c. Assurances Non-Construction Programs

E. OFFEROR'S BACKGROUND INFORMATION

1. Offeror's Professional History:

- a. Briefly describe the history of the Offeror, focusing on experience relevant to the project. Describe the support staff, and any other resources available for the project in your organization and its mission, as it relates to providing Tobacco and Nicotine Quitline Cessation Services, including incorporation date, if applicable, and principal sources of financial support.
- b. List past experiences, if applicable, with providing Tobacco and Nicotine Quitline Cessation Services administered by your organization and significant accomplishments.
- c. List all government and/or state or Tobacco and Nicotine Quitline Cessation contracts awarded in the previous three (3) years by title and contract amounts.

2. Offeror's Financial Condition:

- a. If your organization was awarded a government and/or state contracts, list citations in the areas of procurement, questioned costs or material weaknesses identified by the Government and/or State through a program audit, including the status or resolution of each listed.
- b. If your organization was awarded a government and/or state contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit.
- c. List organization's defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.
- d. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents (Ref. 26 CFR Part 301 §6104 (d)).

- e. For new Offerors, provide a copy of your organization's latest Audit Report, and if not available, state reason.

F. SCOPE OF WORK: PROGRAM SPECIFICATIONS

Through a cooperative agreement with the U.S. Centers for Disease Control and Prevention (CDC), the Guam Department of Public Health and Social Services is receiving federal funds to implement a Tobacco Prevention and Control Program (TPCP) for Guam's residents through March 28, 2019 and is expecting a new 5-year grant funding cycle to be effective March 29, 2019 to March 28, 2024.

This project involves providing professional and culturally competent tobacco and nicotine cessation services for Guam residents, ages 11 years old and above. It will also have a fax referrals system in place to receive referrals from medical providers as well as the Guam Department of Education as part of their youth cessation referral program. Reports will be required in order to comply with requirements from CDC, the North American Quitline Consortium, National Quitline Data Warehouse and other funders as needed.

The goal of the TPCP program is to prevent the initiation of tobacco use among youth and young adults, promote tobacco and nicotine use cessation among adults and youth, eliminate exposure to second hand smoke, and identify and eliminate tobacco related disparities.

Summary of Services

The contractor shall provide the following services for the TPCP Tobacco Free Guam Quitline:

1. Tobacco and Nicotine Cessation Services for registered residents of Guam ages 11 years old and above
2. Free twenty-four (24) hour / seven (7) days a week telephone and web-based cessation platform
3. Dedicated Treatment Specialists for youth referred by the local school system
4. Educational material as requested by registered callers or website users
5. Nicotine Replacement Therapy aids such as Nicotine Gum or Nicotine Patch
6. Monitoring and data collection to be used in reports as needed by TPCP (ex: North American Quitline Consortium, National Quitline Data Warehouse, and Centers for Disease Control and Prevention (CDC), Office on Smoking and Health)
7. Reports of services provided to be submitted to TPCP on a scheduled basis (ex: weekly, monthly, etc)
8. Quality assurance - Vendor Performance Management Report

Tracking System

The contractor shall implement a system which shall be utilized on an ongoing basis to document and track all services provided to TFG Quitline participants, in order to

determine if timely and appropriate provision of services were rendered. The contractor shall complete and submit case management performance reports to TPCP.

Education and Materials

1. Utilize existing health care delivery mechanisms and health programs to provide public and client education to TFG Quitline participants specific on tobacco and nicotine use health effects.
2. Provide continuing professional education to TFG Quitline Treatment Specialists that provide cessation counseling and information to clients and interested residents.

TPCP Program information is available on the DPHSS website at <http://www.dphss.guam.gov>.

Data and Tracking

The contractor shall provide client data for each enrolled participant to the TFG Quitline, including but not limited to:

1. Patient demographics
2. Number of counseling calls
3. Number of fax referrals
4. Type and quantity of NRT aid disbursed

Days and Hours of Operation

Twenty-four (24) hours / seven (7) days a week.

G. DETAILED SPECIFICATIONS:

1. Product and Service Requirements

- a. The Contractor will perform the activities necessary to fulfill the requirements of the TPCP. The signed contract will be the controlling document relating to the scope of work to be provided by the Contractor and will specify types and dates for deliverables which in turn will form the basis for payment to the Contractor. The Contractor will meet the product and service requirements.
- b. Develop and maintain procedures to ensure confidentiality of information provided by the patients in compliance with the HIPPA regulations.

2. Reporting Systems and Deliverables

In full consideration for the services satisfactorily performed by the Contractor under this Agreement, the Department agrees, subject to receipt of federal funds under the Federal Grant, to pay Contractor a total amount that shall not exceed negotiated and approved contract costs.

Final settlement of this Agreement shall include submission and acceptance of all required reports and material to be submitted by the Contractor to the Department, in

addition to the resolution of all discrepancies in expenditures or performance of services, and completion of all other outstanding matters under this Agreement.

3. **Financial Requirements and Submission of Fees**

- a. **Budget Certifying Statements.** The Applicant shall submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.
- b. **Invoicing.** Compensation shall be made in accordance with and subject to the following conditions:
 - (1) Submitted invoices of registrations, fax referrals, counseling calls and Nicotine Replacement Therapy (NRT), and may be adjusted subject to the appropriation, allocation, availability of funds, and satisfactory performance of services.
 - (2) Original invoices shall be certified by the Contractor to be actual and allowable expenditures incurred under this Agreement.
 - (3) Contractor expenditure reports shall be reviewed by the Department and shall be subject to the Department's determination of appropriateness and allow ability of the reported expenditures.

The Invoice shall be submitted to:

**TOBACCO PREVENTION AND CONTROL PROGRAM
Bureau of Community Health Services
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, Guam 96913-6304
Attn: Elizabeth Guerrero**

H. CLARIFICATION OF LANGUAGE

- a. The terms "respondent," "Offeror", "proposer", and "applicant" are used synonymously in this document. "Must," "shall" and "will" denote mandatory compliance of a requirement in this document. The term "TPCP", and "Program" is used synonymously with the Tobacco Prevention and Control Program of the DPHSS. The term "state" is used synonymously with the Territory of Guam and the Department of Public Health and Social Services,
- b. "Demographic information" shall mean information including, but not limited to: age, gender, race and ethnicity relevant to Guam's population, citizenship, health status including pregnancy status, village/community and educational attainment and any other characteristics not necessarily identifiable to any single person, but necessary or useful for the statistical study of the population served or intended to be served by the Tobacco Free Guam Quitline.

c. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

I. CONTRACT TERMS AND CONDITIONS: This section shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, policy or state agency operation. (See Appendix I)

J. GENERAL SUBMISSION REQUIREMENTS

A. Management Proposal Specifications

The proposal shall detail the respondent's familiarity and experience with this type of service contract, and demonstrated ability to serve the TPCP needs for services associated with these activities. The respondent shall detail its familiarity and ability to provide quality service, meeting industry and government guidelines. (Includes Total Description of Experience, Business Operations Requirements, Staffing Qualifications, Data Collection and Reporting, Quality Assurance and Quality Improvement, and Workplan and Timeline.)

B. Budget Certifying Statements

The Applicant shall submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.

C. Financial Interest

Financial interest in the project is limited to the project itself. A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offerors or with a competitor. In addition, the offeror is prohibited from making multiple proposals in a different form, i.e., as a prime offeror and as a subcontractor to another prime offeror.

The scope of work program specifications was prepared by Elizabeth Guerrero, Program Coordinator III, Tobacco Prevention and Control Program, Department of Public Health and Social Services.

APPENDIX I

CONTRACT TERMS AND CONDITIONS DPHSS-TPCP

CONTRACT TERMS AND CONDITIONS DPHSS-TPCP

The contract to be entered into between DPHSS and the awarded Offeror herein will include the following terms and conditions in some form if required by law.

A. GUAM TAXES

(1) **Guam Income Taxes.** If any work is to be performed on Guam, then the offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

(2) **Non-Resident Tax Withholding.** A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which is four percent (4%) of the total value of a contract awarded by the government of Guam for professional services, as a cost of doing business with the government of Guam.

B. EQUAL EMPLOYMENT OPPORTUNITY

Contractor may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

C. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the government.

D. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)

Contractor must meet all requirements of the Americans with Disabilities Act.

E. INDEPENDENT CONTRACTOR STATUS

Contractor understands that its relationship with the government is as an independent consultant or contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded offeror.

F. INTEGRATION

The contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen offeror, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the contract shall acknowledge that no agreements otherwise

have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

G. RESPONSIBILITY FOR ACCURACY OF WORK

The contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The contractor shall, without additional cost to the government, correct or revise all errors of deficiencies in its work. The awarded offeror shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations, and policies of the government of Guam. The government's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of contractor's failure to perform the services required; and the awarded offeror shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of contractor's negligent performance of any of the services required to be performed under the contract.

H. SUBCONTRACTING OF AGREEMENT

Because of the nature of the work, the contractor may not subcontract any part of the services required under the contract without the prior written consent of the government.

I. GENERAL COMPLIANCE WITH LAWS

Contractor shall comply with all federal and local laws and regulations applicable to the services provided. A complete copy of the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is available at the federal granting agency's website: <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, and is incorporated herein as if fully re-written.

J. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work or materials prepared by the contractor shall be and remain the property of the government, including all publication rights and copyright interests, and may be used by the government without any additional costs to the government.

K. CHANGES

The government may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals.

(Ref. 2GAR Div. 4 § 6101 (3)(a))

(1) **Change Order.** By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

(B) Method of shipment or packing; or

(C) Place of delivery.

(2) **Adjustments of Price or Time for Performance.** If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims Not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract."

(6) **Stop Work Order Clause.** (Ref. 2GAR Div. 4 § 6101(4)(c))

(1) **Order to Stop Work.** The Procurement Officer may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the government shall either:

- i. Cancel the stop work order; or
- ii. Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the contractor’s cost properly allocable to, the performance of any part of this contract; and
- (ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract.”

(7) **Price Adjustment Clause.** (Ref. 2GAR Div. 4 § 6101 (6))

(a) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or

(v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(b) **Submission of the Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the Guam Procurement Regulations.

If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

L. SEVERABLE PROVISIONS

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

M. EFFECTIVE DATE OF CONTRACT

The contract shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

N. FEDERAL FUNDS – COST PRINCIPLES APPLICABLE TO THE PROCUREMENT

This procurement is funded with federal funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions, Title 2 CFR Part 220; Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225; Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230; the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles.

The services are provided to Guam's individuals by Contractor on a reduced basis. Cost reimbursements to Contractor are provided for in this procurement in keeping with all applicable Federal, and Guam laws and regulations.

Contractor's invoices are required to be certified by the Contractor to actual expenditure incurred under the contract. Contractor's expenditures are reviewable by the Guam

Department of Health and Social Services, the government of Guam, the CDC, and other designees of those agencies.

Acknowledgment of Federal Support is required by any recipient of federal funds in this procurement. When issuing statements, press releases, requests for proposals, bid solicitations or other documents describing projects of programs funded in whole or in part with Federal money, all awardees receiving federal funds shall clearly state the percentage of total costs of the program funded or the dollar amount funded by the Federal program and the percentage of total costs of the program funded or the dollar amount funded by non-governmental sources.

O. NO GOVERNMENT LIABILITY

The government assumes no liability for any claims, accidents, or injuries that may occur to the contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government shall not be liable to the contractor for any work performed by the contractor prior to the approval of the contract by the government. The contractor expressly waives any and all claims for services performed in expectation of the contract prior to its approval, and if applicable to its receipt of a Notice to Proceed.

P. LICENSING

Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to the operation of a Twenty-Four-Hour Treatment facility and the scope of services under this contract.

Q. CONTRACT SUBJECT TO APPROPRIATION, ALLOCATION, AND AVAILABILITY OF FUNDS

This contract and any renewal of the contract is subject to the appropriation, allocation and availability of funds, and if for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

R. INSURANCE

The contractor shall procure and maintain at its own expense all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

S. GOVERNMENT'S RIGHT TO AUDIT

Contractors with the government shall maintain books and records relative to the cost and scope of work of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

T. TERMINATION

1. Termination for Defaults Reference: 2 GAR Div 4 § 6101 (8)

a. Default

If the contractor refuses or fails to perform any of the provisions of the contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. Contractor's Duties

Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.

c. Compensation

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

d. Excuse for Nonperformance or Delayed Performance.

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the government within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; act of the public enemy; acts of the territory and any other

governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contract) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

e. **Erroneous Termination for Default.**

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f. **Additional Rights and Remedies.**

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract."

2. Liquidated Damages Clause (Reference: 2GAR Div 4 § 6101 (9)(a))

(a) With Termination for Default Clause.

The following clause is authorized for use in supply or service contracts when it is difficult to determine with reasonable accuracy the amount of damage to the territory due to delays caused by late contractor performance or non-performance

and the contract contains the termination for default clause set forth in § 6101 (8) of this Chapter.

“LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default Clause of the contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contract’s delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

3. Termination for convenience Clause. Reference: 2 GAR Division 4 §6101 (10)

a. Termination

The Procurement Officer may, when the interest of the territory so require, terminate the contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

b. Contractor’s Obligations

The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontractors to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c. Right to Supplies

The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the government: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing

material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contract shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10) (d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

d. Compensation

- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (C) of this Paragraph.
- (2) The Procurement Officer and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause.

These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph; (iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

- (4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

14 GCA §2796 (UCC) states: “§2076. Seller’s Resale Including Contract for Resale. (1) Under the conditions stated in §2703 on seller’s remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer’s breach. (2) Except as otherwise provided in subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach. (3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell. (4) Where the resale is at public sale: (a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and (b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and (c) If the goods are not to be within the

view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective offerors; and (d) The seller may buy. (5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section. (6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of §2711.”

4. **Termination for Financial Exigency.** The DPHSS shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision a financial exigency shall be a determination made by the Director of DPHSS based on the Guam Legislature’s failure to fund this contract or in the event the Centers for Disease Control and Prevention fails to fund DPHSS for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The Contractor may submit a claim in the same manner as is set forth for the termination for convenience claim above.

U. MANDATORY DISPUTES CLAUSE

1. The government and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor.
2. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
3. The government’s decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.
4. This subsection applies to appeals of the government’s decision on a dispute. For money owed by or to the government under this contract, the contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government or from the date when a decision

should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.

5. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
6. The contractor shall comply with the government's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where the contractor claims a material breach of the contract by the government. However, if the government determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government.

V. CLAIMS AGAINST GOVERNMENT

The Guam Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from this Request for Proposals. The contract will provide that the awarded offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. URL <http://www.guamcourts.org/CompilerofLaws/index.html>.

W. CONSENT TO JURISDICTION AND VENUE

The contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the procurement, except as otherwise may be provided by the Guam Procurement Law. The contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

X. MANDATORY REPRESENTATIONS BY CONTRACTOR

1. Ethical Standards.

With respect to this contract and any other contract that the contractor may have, or wish to enter into, with any government of Guam agency, the contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

2. Prohibition against Gratuities and Kickbacks.

With respect to this contract and any other contract that the contractor may have or wish to enter into with any government of Guam agency, the contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

3. Prohibition against Contingent Fees.

The contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam or its agencies.

4. Restriction on Employment of Sex Offenders.

The consultant warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the consultant relative to this contract. If any person employed by the contractor and providing services under this contract is convicted subsequent to the parties entering into this contract, then the consultant warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

5. Wage and Benefit Compliance Contractors Providing Services

- (a). The contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the government in the contract, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 The contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used

to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- (e) Any violation of the contractor's or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the government may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, the contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a contractor shall not be awarded any contract by any instrumentality of the government. A contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) The contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is included in the procurement. The contractor agrees to provide upon written request by the government written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by government the contractor shall submit source documents as to those

individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

6. Binding Signatory

Any contract and any modification thereto, are not binding until signed by the Governor of Guam.

Y. CLAIMS BASED ON THE PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

1. Notice of Claim

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) the contractor shall have given written notice to the Procurement Officer, or designee of such officer: (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission; (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Procurement Officer in writing. (a) This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer. (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

2. Limitations of Clause

Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

3. Adjustment of Price

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Z. MISCELLANEOUS

1. Technology Access For Blind Or Visually Impaired

Contractor acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

2. Health Insurance Portability and Accountability (HIPPA)

The contractor shall comply with the Health Insurance Portability and Accountability Act (HIPPA of 1996, P.L. 104-191 and the Federal “Standards for Privacy of Individually identifiable “Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E (HIPPA). A complete copy of the HIPPA is available at the federal granting agencies website: <https://www.cdc.gov/grants/additionalrequirements/index.html>, and is incorporated herein as if fully re-written.

3. Client Confidentiality

The contractor shall ensure information obtained directly or directly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, State or local monitoring agencies. (Ref. 45 CFR 1321.51). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

Cooperative Agreement Grant Numbers 6 NU58DP005057-05 and 5 NU58DP005352-04.

Pursuant to the Standards of Privacy of Individually Identifiable Health Information promulgated under HIPPA covered entities may disclose protected health care information to public health authorities authorized to collect or receive such information for the purpose of preventing control or controlling disease, injury or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, the conduct of public health surveillance, public health investigations, and public health interventions. The definition of public health authority includes a person or entity acting under a grant of authority from a contract with such public agency. DPHSS TPCP is acting under a grant of authority from CDC to a carry out the TPCP which is authorized under the federal funds in

this procurement. This grant of authority is for the purpose of this program/project/ - this procurement. In the terms of grant award, the CDC states that the CDC considers this to be the type of public health activity for which disclosure of protected health information by covered entities is authorized under section 3.908-3 (b). Any such disclosure must be done in keeping with HIPPA and all other applicable federal and Guam laws and regulations.

4. Program Transitions

All steps shall be taken by the contractor to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/ or item to the government.

5. Retention and Access Requirements For Records.

Contractor shall retain all records pertinent to the contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Contractor shall provide access and the right to examine all records related to the contract to DPHSS, the government of Guam Public Auditor or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

Contractor shall provide access to any project site(s) to DPHSS or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

6. Standards For Financial Management – Cost Reimbursement Contracts

a. Financial Reporting

Contractor shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records

Contractor shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control

Contractor shall maintain effective control over and accountability for all funds and assets. Contractor shall keep effective internal controls to ensure that all government of Guam funds received are separately and properly allocated to the activities described in the contract. Contractor shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 **or in any federal assistance instrument applicable to the contract.**

e. Reimbursable Cost Principles

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents and so forth.

f. Allowable Cost

Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits.

Cost shall be allowed to the extent they are:

- (a) reasonable as defined in 2 GAR Division 4 § 7101 (d)
- (b) allocable, as defined in 2 GAR Division 4 § 7101 (e)
- (c) lawful under any applicable law
- (d) not unallowable under 2 GAR Division 4 § 7101(f) *Treatment of Specific Costs* or § 7101 (g) *Costs Requiring Prior Approval to be Allowable as Direct Costs*
- (e) in the case of costs invoiced for reimbursement, actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

g. Applicable Credits

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 §7101(h).

In the event the contractor receives discounts, rebates and or other applicable credits accruing to or received by contractor or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to DPHSS; allowable costs will be paid to the contractor, net of all discounts, rebates and other such applicable credits. Contractor must separately identify for each cost submitted for payment to DPHSS the amount of cost that is allowable; must identify all unallowable costs; or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to DPHSS for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. DPHSS may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to DPHSS, the government of Guam Public Auditor or their designee.

Credits shall be applied to reduce direct or indirect costs. The government of Guam shall be entitled to a cash refund if the related expenditures have paid to the contractor

No expenditure may be made in this contract that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

7. Special Reporting Requirements for Non-Profit Organizations

- a. Contractor, if a non-profit organization, in addition to any other terms and conditions of the contract shall comply with the reporting requirements set forth in P.L. 31-233 Chapter XIII § 12 and this clause. In the event one of contractor's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to contractor's subcontractor, and

contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

- b. Contractor shall maintain accurate financial records of all monies paid to it under the contract.
- c. Contractor shall provide to DPHSS a budgetary breakdown by object category as to all services under the contract. An initial proposed budgetary breakdown was required as part of the initial cost proposal of contractor and it is included as part of the Scope of Services as subsequently agreed and approved between contractor and DPHSS.
- d. Contractor shall provide to DPHSS a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.
- e. Contractor must provide prior written notification to DPHSS of all procurement of equipment and services of FIVE THOUSAND DOLLARS (\$5,000.00) or more as to its services related to the contract, or with regard to items to be invoices as part of the contract.
- f. Contractor shall provide access to contractor or its duly authorized representative, and of the Government of Guam auditors, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. Contractor shall upon written request by DPHSS provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- g. Contractor is subject to the Single Audit Rules shall provide annually to DPHSS copies of its Audit Reports for all time periods covered as part of the contract.
- h. Contractor shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to DPHSS as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, 2018 the initial year, and November 15, of each subsequent year.
- i. In the event contractor fails to timely provide any reports or items set forth in this section to DPHSS after prior written reasonable notice by DPHSS to contractor and contractor's failure to cure the contract default, DPHSS in addition to other contractual rights and remedies under this contract, may withhold payment of TEN PERCENT (10%) of any amounts that are invoiced under this contract by contractor.

8. Equipment and Products

General Requirements Equipment and Products, requires that to the greatest extent possible, all equipment and products purchased with CDC federal funds are American-made. CDC defines equipment as tangible-non-expendable personal property (including exempt property) charged directly to awarded funds, having a useful life of more than one year AND acquisition cost of \$5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established. The DPHSS property management standards and procures applies.

9. Inventions

General Requirements Inventions: Acceptance of grant funds obligates inventors to comply with the Standard Patent Rights Clause – 37 CFR Part 401.14.

10. Publication

General Requirements Publications, states that publications and journal articles, etc. produced under a CDC grant support project must bear an acknowledgement and disclaimer, as appropriate, for example: “This publication (journal article, etc.) was supported by Cooperative Agreement Number above from the Center for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not represent the office views of the Centers for Disease Control and Prevention”.

11. Audit Requirement

An Organization that expends \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments a, and Non-Profit Organizations. The audit must be completed along with a data collection for, and the reporting package shall be submitted within the earlier of 30 days after receipt by the auditor’s report, or nine months after the end of the audit period.

The audit report must be sent to: Federal Audit Clearing House, Bureau of the Census, 10201 East 10th Street, Jefferson, IN 47132. Copies of the audit should also be provided to the DPHSS GBCCEDP and CDC.

12. Additional Requirements Applicable To CDC Federal Funds

Additional Requirements: Additional requirements to the federal funds indicated below, are incorporated herein as if fully re-written. The full text of the additional requirements may be found on the CDC web site at:

<http://www.cdc.gov/grants/additionalrequirements/index.html>

AR-1: Human Subject Requirements

AR-2: Inclusion of Individuals and Racial and Ethnic Minorities in Research

AR-7: Executive Order 12372 Review

AR-8: Public Health System Reporting Requirement

AR-9: Paperwork Reduction Act Requirements

AR-10: Smoke-Free Workplace Requirements

AR-11: Healthy People 2020

- AR-12: Lobbying Restrictions
- AR-14: Accounting System Requirements
- AR-15: Proof of Non-profit Status
- AR-23: Compliance with 45 C.F.R. Part 87
- AR-24: Health Insurance Portability and Accountability Requirements
- AR-25: Data Management and Access
- AR-27: Conference Disclaimer and Use of Logos
- AR-29: Compliance with EO 13513 Federal Leadership on Reducing Text Messaging while driving, October 1, 2009
- AR-30: Compliance with § 508 of the Rehabilitation Act of 1973.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

APPENDIX II

LOCAL FORMS

Affidavit Disclosing Ownership and Commission

Affidavit re Non-Collusion

Affidavit Re No Gratuities or Kickbacks

Affidavit Re Ethical Standards

Affidavit Re Contingent Fees

Declaration Re Compliance with 5 GCA § 5150

Declaration Re Compliance with the current U.S. DOL Wage Determination

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

Signature

AG Procurement Form 006 (Feb. 16, 2010)

WD 15-5693 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5693
Director	Wage Determinations	Revision No.: 6
		Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.53
01012 - Accounting Clerk II		15.19
01013 - Accounting Clerk III		17.00
01020 - Administrative Assistant		17.67
01035 - Court Reporter		17.01
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		11.49
01052 - Data Entry Operator II		12.54
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.53
01090 - Duplicating Machine Operator		13.53
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		18.94
01141 - Messenger Courier		10.30
01191 - Order Clerk I		12.41
01192 - Order Clerk II		13.48
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.19
01311 - Secretary I		15.19

01312 - Secretary II	17.01
01313 - Secretary III	18.94
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	9.45
05400 - Transmission Repair Specialist	13.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.76
07042 - Cook II	12.49
07070 - Dishwasher	8.78
07130 - Food Service Worker	9.08
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.17
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.17
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.07
09130 - Upholsterer	16.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	9.00
11090 - Gardener	12.32
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.34
11240 - Maid or Houseman	8.78
11260 - Pruner	8.36
11270 - Tractor Operator	11.32
11330 - Trail Maintenance Worker	9.34
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.52
12011 - Breath Alcohol Technician	17.52
12012 - Certified Occupational Therapist Assistant	24.03
12015 - Certified Physical Therapist Assistant	24.03
12020 - Dental Assistant	13.38

12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.52
12071 - Licensed Practical Nurse I	15.66
12072 - Licensed Practical Nurse II	17.52
12073 - Licensed Practical Nurse III	19.52
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	15.55
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	13.84
12195 - Medical Transcriptionist	15.66
12210 - Nuclear Medicine Technologist	38.49
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.52
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	14.18
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	21.69
12320 - Substance Abuse Treatment Counselor	21.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.43
13013 - Exhibits Specialist III	27.43
13041 - Illustrator I	18.12
13042 - Illustrator II	22.43
13043 - Illustrator III	27.43
13047 - Librarian	24.84
13050 - Library Aide/Clerk	14.42
13054 - Library Information Technology Systems Administrator	22.42
13058 - Library Technician	15.13
13061 - Media Specialist I	16.18
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.19
13071 - Photographer I	15.51
13072 - Photographer II	17.33
13073 - Photographer III	21.48
13074 - Photographer IV	26.29
13075 - Photographer V	31.82
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		19.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.62
15086 - Maintenance Test Pilot, Rotary Wing		32.62
15088 - Non-Maintenance Test/Co-Pilot		32.62
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.78
16030 - Counter Attendant		9.78
16040 - Dry Cleaner		11.30
16070 - Finisher, Flatwork, Machine		9.78
16090 - Presser, Hand		9.78
16110 - Presser, Machine, Drycleaning		9.78
16130 - Presser, Machine, Shirts		9.78
16160 - Presser, Machine, Wearing Apparel, Laundry		9.78
16190 - Sewing Machine Operator		11.94
16220 - Tailor		12.44
16250 - Washer, Machine		10.24
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.17
19040 - Tool And Die Maker		20.32
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96
21030 - Material Coordinator		20.05
21040 - Material Expediter		20.05
21050 - Material Handling Laborer		11.37
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		13.96
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.93
21150 - Stock Clerk		19.55
21210 - Tools And Parts Attendant		13.96
21410 - Warehouse Specialist		13.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23019 - Aircraft Logs and Records Technician		16.09
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23070 - Aircraft Survival Flight Equipment Technician		18.50
23080 - Aircraft Worker		17.38

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.17
23120 - Bicycle Repairer	11.78
23125 - Cable Splicer	18.67
23130 - Carpenter, Maintenance	14.09
23140 - Carpet Layer	15.12
23160 - Electrician, Maintenance	17.68
23181 - Electronics Technician Maintenance I	15.12
23182 - Electronics Technician Maintenance II	16.17
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.07
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.03
23311 - Fuel Distribution System Mechanic	17.22
23312 - Fuel Distribution System Operator	13.03
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.03
23392 - Gunsmith II	15.12
23393 - Gunsmith III	17.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.27
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.22
23465 - Laboratory/Shelter Mechanic	16.17
23470 - Laborer	11.37
23510 - Locksmith	16.17
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	17.22
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	17.22
23592 - Metrology Technician II	18.31
23593 - Metrology Technician III	19.39
23640 - Millwright	17.22
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.47
23810 - Plumber, Maintenance	16.40
23820 - Pneudraulic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	15.12
23890 - Sheet-Metal Worker, Maintenance	15.28
23910 - Small Engine Mechanic	15.12
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.31
23965 - Well Driller	17.22
23970 - Woodcraft Worker	17.22
23980 - Woodworker	13.03
24000 - Personal Needs Occupations	
24550 - Case Manager	14.15
24570 - Child Care Attendant	10.09

24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.93
24620 - Family Readiness And Support Services Coordinator	14.15
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.22
25040 - Sewage Plant Operator	17.53
25070 - Stationary Engineer	17.22
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	17.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.90
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.92
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.53
28042 - Carnival Equipment Repairer	12.20
28043 - Carnival Worker	9.03
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.14
29042 - Stevedore II	19.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	23.08
30052 - Cryogenic Technician II	25.49
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66

30090 - Environmental Technician	21.10
30095 - Evidence Control Specialist	20.84
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.08
30502 - Weather Forecaster II	28.08
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.12
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.18
31361 - Truckdriver, Light	9.43
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.03
99050 - Desk Clerk	9.70
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	19.65
99252 - Laboratory Animal Caretaker II	20.61
99260 - Marketing Analyst	19.10
99310 - Mortician	23.85
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	17.90
99730 - Refuse Collector	11.26
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	15.82
99830 - Survey Party Chief	21.30
99831 - Surveying Aide	12.11
99832 - Surveying Technician	15.74
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	27.06
99842 - Vending Machine Repairer Helper	21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

APPENDIX III

FEDERAL FORMS

Assurances – Non-Construction Programs

Certification Regarding Debarment

Certifications and Assurances

Notice of Award

- 1) Grant No. 6 NU58DP005057-04
- 2) Grant No. 5 NU58DP005352-04

Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.290 dd-3 and 290 ee-3, as amended, relating to confidentiality of alcohol

- and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental and financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR section 3.908 implementing section 828), that is supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

The above certification and assurance are hereby agreed to and sworn by:

Printed Name and Title:

Signature

Authorized Representative for:

Subscribed and sworn to before me
this _____ day of _____, 2018.

NOTARY PUBLIC

My commission expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR RFP/DPHSS-2018-02**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: ____ _

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

- (1) The undersigned certifies, by submission of this proposal, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Offeror

Date Signed

Contractor License No. (if any)

Instructions: Offerors need to sign and submit this form with this proposal.

Certifications & Assurances
Federal Funds – Center for Disease Control
United States Department of Health and Human Services

This form is six (6) pages and is required to be signed and notarized on the sixth (6th) page. The certification and representations are required as this procurement is federally funded. The terms and conditions set forth on this form will also be a part of the terms and conditions of the contract.

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency. (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification. (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition. (b) Establishing an ongoing drug-free awareness program to inform employees about –(1) The dangers of drug abuse in the workplace. (2) The grantee’s policy of maintaining a drug-free workplace. (3) Any available drug counseling, rehabilitation, and employee assistance programs. (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will – (1) Abide by the terms of the statement. (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant. (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted – (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended. (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly. The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace

and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.

The Government of Guam and the United States Department of Health and Human Services, Administration, Centers for Disease Control and Prevention may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: 1) “Employee” means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) “Private entity”: means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

Charitable Choice (applies to faith-based organizations only).

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the RFP. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients’ active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs and is not required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the

Government of Guam). United States Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. The Government of Guam incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice

Limited English Proficiency Certification

Contractor certifies that Limited English Proficiency persons will have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Certification Of Non-Discrimination

Contractor agrees that it will comply, with and will insure compliance by its sub-grantees and contractors with the non-discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the United States Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEO), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of

that recipient, a copy of such findings must be forwarded to the United States Department of Health and Human Services.

If your organization is required to develop an EEOP and your organization has received a single award for \$500,000 or more in grant funds, whether directly from the United States Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

Civil Rights Requirements

Service Provider: _____

Civil Rights Contact Person: _____

Title/Address: _____

Telephone Number _____

Number of persons employed by the organizational unit: _____

The above certification and assurance are hereby agreed to and sworn by:

Printed Name and Title:

Signature

Authorized Representative for:

Subscribed and sworn to before me
this _____ day of _____, 2018.

NOTARY PUBLIC

My commission expires: _____

1. DATE ISSUED MM/DD/YYYY 02/20/2018	2. CFDA NO. 93.945	3. ASSISTANCE TYPE Cooperative Agreement
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. 5 NUS8DP005057-05-00 Formerly 51158DP005057-02	5. ACTION TYPE Non-Competing Continuation	
6. PROJECT PERIOD From MM/DD/YYYY 03/29/2014	Through MM/DD/YYYY 03/28/2019	
7. BUDGET PERIOD From MM/DD/YYYY 03/29/2018	Through MM/DD/YYYY 03/28/2019	

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
CDC Office of Financial Resources
2920 Brandywine Road
Atlanta, GA 30341

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
301A,311BC,317K2(42USC241A,243BC247BK2)

8. TITLE OF PROJECT (OR PROGRAM)
Guam Non-Communicable Disease Prevention and Control Program

9a. GRANTEE NAME AND ADDRESS Government of Guam -- Department of Administration 123 Chalan Kareta MANUEL F.L. GUERRERO BUILDING Department of Public Health & Soc Svcs HAGATNA, GU 96913-6304	9b. GRANTEE PROJECT DIRECTOR Ms. ROSELIE ZABALA-2 123 CHALAN KARETA GUAM DEPT OF PH & SOCIAL SERVICE MANGILAO, GU 96913-6304 Phone: (671) 735-7304
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10a. GRANTEE AUTHORIZING OFFICIAL Mr. James W Gillilan 123 CHALAN KARETA MANGILAO, GU 96913-6304 Phone: 671-734-5910	10b. FEDERAL PROJECT OFFICER Patricia Thompson-Reid 4770 Buford Hwy. NE M/S P75 Chamblee, GA 30341 Phone: 770-488-5017
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ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 476,900.00	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/>		b. Less Unobligated Balance From Prior Budget Periods 7,969.00	
a. Salaries and Wages 237,463.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 99,063.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 468,931.00	
c. Total Personnel Costs 336,526.00		13. Total Federal Funds Awarded to Date for Project Period 2,299,997.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies 7,725.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel 22,050.00		YEAR	TOTAL DIRECT COSTS
g. Construction 0.00		a. 6	d. 9
h. Other 78,899.00		b. 7	e. 10
i. Contractual 31,700.00		c. 8	f. 11
j. TOTAL DIRECT COSTS → 476,900.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS 0.00		a. DEDUCTION	
l. TOTAL APPROVED BUDGET 476,900.00		b. ADDITIONAL COSTS	
m. Federal Share 476,900.00		c. MATCHING	
n. Non-Federal Share 0.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL: **Merlin Williams**

17. OBJ CLASS	41.51	18a. VENDOR CODE	1980018947B5	18b. EIN	980018947	19. DUNS	778904292	20. CONG. DIST.	00
FY-ACCOUNT NO.	DOCUMENT NO.	CFDA	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION				
21. a. 8-939ZQZE	b. 005057DP14	c. 93.945	d. DP	e. \$232,900.00	f. 75-18-0948				
22. a. 8-939ZRDK	b. 005057DP14	c. 93.945	d. DP	e. \$37,000.00	f. 75-18-0948				
23. a. 8-939ZREN	b. 005057DP14	c. 93.945	d. DP	e. \$199,031.00	f. 75-18-0948				

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 02/20/2018
GRANT NO. 5 NU58DP005057-05-00	

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 02/20/2018
GRANT NO. 5 NU58DP005057-05-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
03/29/2014	03/28/2015	Annual	06/26/2015
03/29/2015	03/28/2016	Annual	06/26/2016
03/29/2016	03/28/2017	Annual	06/26/2017
03/29/2017	03/28/2018	Annual	06/26/2018
03/29/2018	03/28/2019	Annual	06/26/2019

AWARD ATTACHMENTS

Government of Guam -- Department of
Administration

5 NU58DP005057-05-00

1. Year 05 continuation Terms and Conditions
2. Year 05 Technical Review

AWARD INFORMATION

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number DP14-1406, entitled **Public Health Actions to Prevent and Control Diabetes, Tobacco Use, Heart Disease, and Associated Chronic Disease Risk Factors and improve maternal and child health support reproductive health in the US Affiliated Pacific Islands, Virgin Islands, and Puerto Rico**, and application dated December 1, 2017, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

Note: In the event that any requirement in this Notice of Award, the Funding Opportunity Announcement, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

Approved Funding: Funding in the amount of **\$476,900** is approved for the **Year 05** budget period, which is **March 29, 2018** through **March 28, 2019**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

Award Funding: Not funded by the Prevention and Public Health Fund

Use of Unobligated Funds: This NoA includes use of Year unobligated funds in the amount of **\$7,969**, which has been applied as an offset to the currently approved funding level for this budget period. The use of unobligated funds is approved based on the Year 03 Federal Financial Report (FFR) dated September 1, 2017. The amount of this NoA will be subject to reduction if the final amount of unobligated funds is less than the amount of unobligated funds reported on the referenced FFR.

Objective/Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, directly to your assigned Project Officer noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, **April 29, 2018**, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Indirect Costs: Indirect costs are not applicable to this award.

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security

Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Grantees at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2018 funds will expire September 30, 2023. All FY 2018 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2023. After this date, corrections or cash requests will not be permitted.

REPORTING REQUIREMENTS

Audit Requirement:

Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

Electronic Submission:

[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit

Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Federal Funding Accountability and Transparency Act (FFATA):

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.fsrs.gov.

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to www.fsrs.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm?explorer.event=true>).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total

compensation filings at <http://www.sec.gov/answers/execomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
 - Governmental organization, which is a State, local government, or Indian tribe;
 - Foreign public entity;
 - Domestic or foreign non-profit organization;
 - Domestic or foreign for-profit organization;
 - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
 - Salary and bonus
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to

violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Pamela Render, Grants Management Officer/Specialist
Centers for Disease Control
Chronic and Birth Defects Services Branch
2920 Brandywine Road, MS E-07
Atlanta, GA 30341-4141
Email: plr3@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the grantee is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The grantee's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Grantees must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The grantee must submit these requests by **November 28, 2018** or no later than 120 days prior to this budget period's end date. Additionally, any requests involving funding issues

must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Templates for prior approval requests can be found at:

<http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html>

Key Personnel: In accordance with 45 CFR Part 75.308, CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, **DP005057**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements [41 U.S.C. 4712](#).

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

- (1) A Member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A Federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PAYMENT INFORMATION

Automatic Drawdown (Direct/Advance Payments): Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS Access Procedures for New Grant Recipients:

To obtain access to the Payment Management System (PMS), Grantees must complete the below forms

- [Direct Deposit Instructions and SF-1199A Form for Domestic Bank Accounts](#)
- [Direct Deposit Instructions and SF-1199A Form for International Bank Accounts](#)
- [PMS System Access Form](#)

The forms can be submitted to your [PSC Liaison Accountant](#) by emailing the forms directly to

If there is a change in the grantee's banking institution or account number, a new SF-1199A must be submitted to PSC.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

HHS/PSC Payment Management Services
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov

Website: <https://pms.psc.gov/>

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services
Division of Payment Management
7700 Wisconsin Avenue, Suite 920
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Note: To obtain the contact information of PMS staff based on your organization type: Government, Tribal, Universities, Hospitals, Non-Profit, For-Profit; refer to the link for HHS accounts: https://pms.psc.gov/contact_us/contactus.html

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the FOA and the approved application. All award funds must be tracked and reported separately.

The grant document number (below) must be known in order to draw down funds from this P Account.

Document Number: 005057DP14
Subaccount Title: DP141406PHLTHTOBHD14

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant Payment Management System, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CDC Staff Contacts and Responsibilities

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

GMS Contact:

Pamela Render, Grants Management Specialist
Centers for Disease Control
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCCO)
Centers for Disease Control and Prevention (CDC)
PRender@cdc.gov | 770-488-2712 office

Program/Project Officer: The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

Programmatic Contact(s):

Patricia Thompson Reid, Project Officer
Centers for Disease Control
4770 Buford Hwy, NE, Mail Stop F-75
Atlanta, GA 30341
Telephone: (770) 488-5017
Email: pet0@cdc.gov

MaryBeth Welton
Centers for Disease Control
4770 Buford Hwy, NE, Mail Stop F-79
Atlanta, GA 30341
Telephone: (770) 488-5351
Email: hcv7@cdc.gov

Michelle Williams
Centers for Disease Control
4770 Buford Hwy, NE, Mail Stop F-79
Atlanta, GA 30341
Telephone: (770) 488-1105
Email: mvw1@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants

- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:

Merlin Williams, Grants Management Officer
Centers for Disease Control
Chronic and Birth Defects Branch
2920 Brandywine Road, MS E-09
Atlanta, GA 30341-4146
Telephone: 770-488-2851
Email: mqw6@cdc.gov

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RECEIVED
5/13/17

1. DATE ISSUED MM/DD/YYYY 04/10/2017
 2. CFDA NO. 93.735
 3. ASSISTANCE TYPE Cooperative Agreement

1a. SUPERSEDES AWARD NOTICE dated
 except that any additions or restrictions previously imposed remain
 In effect unless specifically rescinded

4. GRANT NO. 5 NU58DP005352-04-00
 Formerly 11U58DP005352-01
 5. ACTION TYPE Non-Competing Continuation

6. PROJECT PERIOD MM/DD/YYYY
 From 08/01/2014 Through 07/31/2018

7. BUDGET PERIOD MM/DD/YYYY
 From 08/01/2017 Through 07/31/2018

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
 CDC Office of Financial Resources
 2920 Brandywine Road
 Atlanta, GA 30341

NOTICE OF AWARD
 AUTHORIZATION (Legislation/Regulations)
 Section 4002 of the Affordable Care Act, Prevention and Public Health Fund.

8. TITLE OF PROJECT (OR PROGRAM)
 ENSURING TOBACCO FREE GUAM QUITLINE CAPACITY

9a. GRANTEE NAME AND ADDRESS
 Guam Department of Public Health and Social Services
 123 Chalan Kareta
 Mangilao, GU 96913-6304

9b. GRANTEE PROJECT DIRECTOR
 Ms. Elizabeth Guerrero
 123 CHALAN KARETA
 MANGILAO, GU 96913-6304
 Phone: 671-735-7303

10a. GRANTEE AUTHORIZING OFFICIAL
 Mr. James Gillan
 123 CHALAN KARETA
 MANGILAO, GU 96913-6304
 Phone: 671-735-7102

10b. FEDERAL PROJECT OFFICER
 MaryBeth Walton
 4770 Buford Highway
 Chamblee, GA 30341
 Phone: 770-488-5351

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	0.00
b. Fringe Benefits	0.00
c. Total Personnel Costs	0.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	0.00
g. Construction	0.00
h. Other	30,000.00
i. Contractual	20,000.00
j. TOTAL DIRECT COSTS	50,000.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	50,000.00
m. Federal Share	50,000.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	50,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	50,000.00
13. Total Federal Funds Awarded to Date for Project Period	200,000.00

14. RECOMMENDED FUTURE SUPPORT
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 5		d. 8	
b. 6		e. 9	
c. 7		f. 10	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	<input checked="" type="checkbox"/>

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
 b. The grant program regulations.
 c. The award notice including terms and conditions, if any, noted below under REMARKS.
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL: **Stephanie Latham**

17. OBJ CLASS	41.51	18a. VENDOR CODE	1980018947B5	18b. EIN	980018947	19. DUNS	855028700	20. CONG. DIST.	98
FY-ACCOUNT NO.		DOCUMENT NO.		CFDA		ADMINISTRATIVE CODE		AMT ACTION FIN ASST	
21. a.	7-93907ZX	b. 16DP005352PPHF17	c. 93.735	d.	DP	e.	\$50,000.00	f.	75-X-0948
22. a.		b.	c.	d.		e.		f.	
23. a.		b.	c.	d.		e.		f.	



NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 04/10/2017
GRANT NO. 5 NU58DP005352-04-00	

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Guam Department of Public Health and Social
Services

5 NU58DP005352-04-00

1. Terms and Conditions
2. Technical Review

AWARD INFORMATION

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number DP14-141004CONTPPHF17, entitled Tobacco Use Prevention – Public Health Approaches for Ensuring Quitline Capacity – financed solely by 2017 Prevention and Public Health Funds, and application dated March 3, 2017, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

Note: In the event that any requirement in this Notice of Award, the Funding Opportunity Announcement, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

Approved Funding: Funding in the amount of \$50,000 is approved for the Year 04 budget period, which is August 1, 2017 through July 31, 2018. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

Award Funding: Funded by the Prevention and Public Health Fund

Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, September 1, 2017, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Budget Revision Requirement: TBD Contractor(\$20,000) and TBD Consultant (\$5,000) must be submitted to the Grants Management Specialist, in writing, for prior approval before costs for this budget category can be expended.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Programmatic Restriction:

- No more than 10% of funds may be used on nicotine replacement therapy (NRT) unless a formal request is made. States that plan to use more than 10% of their budget on NRT can request an increase of up to 25% of their budget for NRT by submitting a formal letter with dual signatures (PI & business official) to their OGS Grants Management Specialist and Project Officer. The request should include a revised budget with the current NRT budget amount and the new NRT budget amount.

- These funds must be used to support OSH Quitline initiatives.

Funding Opportunity Announcement (FOA) Restrictions:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care.
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs is not allowed.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees.

Indirect Costs: Indirect costs are not applicable to this award.

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending

before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Grantees at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2017 funds will expire September 30, 2022. All FY 2017 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2022. After this date, corrections or cash requests will not be permitted.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to your GMS/GMO no later than 90 days after the end of the budget period. To submit the FFR, login to www.grantsolutions.gov, select "Reports" from the menu bar and then click on Federal Financial Reports.

The FFR for this budget period is due by October 31, 2018. Reporting timeframe is August 1, 2017 through July 31, 2018. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

Annual Performance Progress Reporting: The Annual Performance Progress and Monitoring Report is due no later than 120 days prior to the end of the budget period, March 31, 2018, and serves as the continuation application for the follow-on budget period. This report should include the information specified in the solicitation from the GMS/GMO via www.grantsolutions.gov.

Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132, "Performance Progress and Monitoring Report", Expiration Date 8/31/2019.

Any change to the existing information collection will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Audit Requirement:

Domestic Organizations (including US-based organizations implementing projects with foreign components): An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

Electronic Submission:

[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzibnahocqa5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit

Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Federal Funding Accountability and Transparency Act (FFATA):

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.fsrs.gov.

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to www.fsr.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm?explorer.event=true>).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you

must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
 - Governmental organization, which is a State, local government, or Indian tribe;
 - Foreign public entity;
 - Domestic or foreign non-profit organization;
 - Domestic or foreign for-profit organization;
 - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
 - Salary and bonus
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Prevention Fund Reporting Requirements: This award requires the grantee to complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) and to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public.

Grantees awarded a grant, cooperative agreement, or contract from such funds with a value of \$25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 - June 30 and July 1 - December 31; and email such reports to the CDC website (template and point of contact to be provided after award) no later than 20 calendar days after the end of each reporting period (i.e. July 20

and January 20, respectively). Grantee reports must reference the NoA number and title of the grant, and include a summary of the activities undertaken and identify any sub-awards (including the purpose of the award and the identity of each sub-recipient).

Responsibilities for Informing Sub-recipients: Grantees agree to separately identify each sub-recipient, document the execution date sub-award, date(s) of the disbursement of funds, the Federal award number, any special CFDA number assigned for PPHF fund purposes, and the amount of PPHF funds. When a grantee awards PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental PPHF funds from regular sub-awards under the existing program.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the grantee is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The grantee's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Grantees must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The grantee must submit these requests by March 31, 2018, or no later than 120 days prior to this budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Lift funding restriction
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Templates for prior approval requests can be found at:
<http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html>

Key Personnel: In accordance with 45 CFR Part 75.308, CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, DP005352, funded by the Centers for Disease Control and Prevention. Its contents

are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements [41 U.S.C. 4712](#).

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an

employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

- (i) Relates to an activity of an element of the intelligence community; or
- (ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

- (1) A Member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A Federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PAYMENT INFORMATION

Automatic Drawdown (Direct/Advance Payments): Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS Access Procedures for New Grant Recipients:

To obtain access to the Payment Management System (PMS), Grantees must complete the below forms:

- [Direct Deposit Instructions and SF-1199A Form for Domestic Bank Accounts](#)
- [Direct Deposit Instructions and SF-1199A Form for International Bank Accounts](#)
- [PMS System Access Form](#)

The forms can be submitted to your [PSC Liaison Accountant](#) by emailing the forms directly.

If there is a change in the grantee's banking institution or account number, a new SF-1199A must be submitted to PSC.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

HHS/PSC Payment Management Services
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: <https://pms.psc.gov/>

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services
Division of Payment Management
7700 Wisconsin Avenue, Suite 920
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Note: To obtain the contact information of PMS staff based on your organization type: Government, Tribal, Universities, Hospitals, Non-Profit, For-Profit; refer to the link for HHS accounts:
https://pms.psc.gov/contact_us/contactus.html

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the FOA and the approved application. All award funds must be tracked and reported separately.

The grant document number (below) must be known in order to draw down funds from this P Account:

Document Number: 16DP005352PPHF17

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant Payment Management System, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the

terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit all closeout reports within 90 days of the project period end date. Reporting timeframe is 8/1/2017 through 7/31/2018. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports.

The final and other programmatic reports required by the terms and conditions of the NoA are the following:

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the FOA and is submitted after solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132, "Performance Progress and Monitoring Report", Expiration Date 8/31/2019.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted to the GMO/GMS no later than 90 days after the project period end date. To submit the FFR, login to www.grantsolutions.gov, select "Reports" from the menu bar and then click on Federal Financial Reports.

This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' Payment Management Services (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

If the final reports (FFR and PPER) cannot be submitted within 90 days after the end of the project period, in accordance with 45 CFR Part 75.381 (Closeout), the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Office of Grants Services will receive the reports. All required documents must be submitted to the business contact identified in CDC Staff Contacts.

Equipment Inventory Report: A complete inventory must be submitted with final PPER documents for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

Final Invention Statement: A Final Invention Statement must be submitted with the final PPER documents. Electronic versions of the form can be downloaded by visiting <http://grants1.nih.gov/grants/hhs568.pdf>. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

CDC Staff Contacts and Responsibilities

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

GMS Contact:
Monique McEwen , Grants Management Specialist
Centers for Disease Control
Chronic Disease and Birth Defects
2960 Brandywine Rd
Atlanta, GA 30341
Telephone: 770-488-2617
Email: mmcewen@cdc.gov

Program/Project Officer: The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

Programmatic Contact:
MaryBeth Welton , Project Officer
Centers for Disease Control
Program Services Branch
4770 Buford Highway
Chamblee, GA 30341
Telephone: 770-488-5351
Email: MWelton@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

APPENDIX IV
REGISTRATION FORM



DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES DIVISION OF PUBLIC HEALTH
BUREAU OF COMMUNITY HEALTH SERVICES

RFP/DPHSS-2018-05
TOBACCO FREE GUAM QUITLINE: TOBACCO & NICOTINE CESSATION
PHONE AND WEBSITE SERVICES

**REGISTRATION OF INTERESTED
PARTIES**

NOTE: Only registered persons will receive official communications from the DPHSS Tobacco Prevention and Control Program (TCP) Office regarding the Request for Proposals DPHSS/RFP-2018-05; and only proposals or applications from registered persons will be accepted. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

Print Name	Signature	Physical Address	Mailing Address

Received by: _____
Name & Signature of BCHS/TPCP Staff

Date: _____

Please return the completed registration form to the DPHSS TCP Office via fax at 671-735-7500, or email to elizabeth.guerrero@dphss.guam.gov.

APPENDIX V

OFFEROR'S GUIDE

1. RFP HIGHLIGHTS

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2. BUSINESS LICENSE

- a. Provide a copy of license or registration as non-profit organization with the Guam Department of Revenue and Taxation.
- b. Federal Employer Identification Number (EIN):
Or
Tax identification number (TIN):
 - Please note: Public Law 33-166, a 4% Business Privilege Tax for non-resident person/contractor will apply.

3. FORMS - Must be included with Proposal

- **Local Forms – (See Appendix III in the RFP)**
 - a. Affidavit Disclosing Ownership and Commission
 - b. Affidavit re Non-Collusion
 - c. Affidavit re No Gratuities or Kickbacks
 - d. Affidavit re Ethical Standards
 - e. Affidavit re Contingent Fees
 - f. Declaration Re Compliance with 5 GCA § 5150
 - g. Declaration Re Compliance with U.S. DOL Wage Determination
- **Federal Forms – (See Appendix IV in the RFP)**
 - i. Assurances – Non-Construction Programs
 - ii. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - iii. Certifications and Assurances Federal Funds – Center for Disease Control United States Department of Health and Human Services